

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432318

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		06/22/2017	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	GUCKENHEIMER SERVICES, LLC
<b>Street Address:</b>	1850 GATEWAY DRIVE, SUITE 500
<b>City:</b>	SAN MATEO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94404
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4794765	RETURN ON WELLNESS
Registration Number:	4267989	THE BLUE GLASS CAFE
Registration Number:	4267988	THE BLUE GLASS CAFE
Registration Number:	4201893	FOOD TO COME TO WORK FOR
Registration Number:	4084067	GUCKENHEIMER
Registration Number:	4084066	G
Registration Number:	4083322	NOURISHING INSPIRATION
Registration Number:	3010690	G
Registration Number:	2438182	GUCKENHEIMER G
Registration Number:	2379729	WHATEVER IT TAKES
Registration Number:	2375511	WE DO A COMMON THING UNCOMMONLY WELL
Registration Number:	2362392	GUCKENHEIMER

## CORRESPONDENCE DATA

Fax Number: 9192868199

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 919 286-8000

Email: PTO\_TMconfirmation@mvalaw.com, sandraday@mvalaw.com

TRADEMARK

**Correspondent Name:** MOORE & VAN ALLEN PLLC  
**Address Line 1:** 3015 CARRINGTON MILL BOULEVARD  
**Address Line 2:** SUITE 400  
**Address Line 4:** MORRISVILLE, NORTH CAROLINA 27560

**ATTORNEY DOCKET NUMBER:** 327000-027390

**NAME OF SUBMITTER:** John Slaughter

**SIGNATURE:** /john slaughter/

**DATE SIGNED:** 06/23/2017

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 22, 2017 ("Release"), is made by Bank of America, N.A. ("Lender") in favor of Guckenheimer Services, LLC, a Delaware limited liability company ("Obligor").

**WHEREAS**, pursuant to that certain Security and Pledge Agreement dated as of December 23, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligor, Lender, and others party thereto, Obligor granted to the Lender, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of Obligor in and to all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, "Trademark Collateral"); and

**WHEREAS**, pursuant to the Security Agreement, Obligor executed and delivered to Lender, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("USPTO") on December 28, 2015 at Reel 5696 Frame 0861 ("Notice").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, on behalf of the Secured Parties, and Obligor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Lender, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to, and the right to set off against, Obligor's right, title, and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Obligor's expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Lender, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Lender:

Bank of America, N.A., as Lender

By: [Signature]  
Name: Russell [Signature]  
Title: Co. Vice President

**Schedule A**

**Guckenheimer Services, LLC  
(Delaware Limited Liability Company)**

**U.S. Trademarks Subject to Security Interest  
Granted by Guckenheimer Services, LLC  
In Favor of Bank of America, N.A.  
Recorded December 28, 2015 at Reel 5696 Frame 0861**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
RETURN ON WELLNESS	4794765	08/18/15
THE BLUE GLASS CAFÉ and Design	4267989	01/01/13
THE BLUE GLASS CAFE	4267988	01/01/13
FOOD TO COME TO WORK FOR	4201893	09/04/12
GUCKENHEIMER and Design	4084067	01/10/12
G and Design	4084066	01/10/12
NOURISHING INSPIRATION	4083322	01/10/12
G and Design	3010690	11/01/05
GUCKENHEIMER G and Design	2438182	03/27/01
WHATEVER IT TAKES	2379729	08/22/00
WE DO A COMMON THING UNCOMMONLY WELL	2375511	08/08/00
GUCKENHEIMER	2362392	06/27/00